

1 **SILVERMAN | THOMPSON | SLUTKIN | WHITE | LLC**
2 WILLIAM N. SINCLAIR, ESQ. (SBN 222502)
3 bsinclair@silvermanthompson.com
4 400 East Pratt Street, Suite 900
5 Baltimore, Maryland 21202
6 Telephone: (410) 385-2225
7 Facsimile: (410) 547-2432

8 *Attorney for Plaintiff JFUN AR I LLC*

9

10 **UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF**
11 **CALIFORNIA**

12 JFUN AR I LLC,

13 *Plaintiff,*

14 vs.

15 LA PRODUCE DISTRIBUTORS LLC
16 1601 East Olympic Boulevard, Building 100
17 Los Angeles, California 90021
18 Care of registered agent:
19 Matthew Clark
20 1601 East Olympic Blvd., Bldg. 100
21 Los Angeles, California 90021

22 Case No.: 3:25-CV-04451

23 **CASE MANAGEMENT STATEMENT**

24 *Defendant.*

25 Plaintiff, JFUN AR I LLC (“Plaintiff”) submits the following Case Management Statement
26 pursuant to the Order Setting Initial Case Management Conference and ADR Deadlines (ECF 3) filed
27 on May 28, 2025:

28 **SUMMARY**

29 This is an action by Plaintiff for breach of contract against Defendant, LA Produce Distributors
30 LLC (“Defendant” or “LA Produce”). Defendant agreed to sell, and Plaintiff, as assignee, agreed to

1 purchase, Defendant's future receivables in exchange for an upfront purchase price. Defendant failed
2 to make agreed upon periodic payments to Plaintiff. Defendant agreed that if it breached its agreement
3 with Plaintiff, then Defendant would pay Plaintiff any remaining amount of future receivables not yet
4 remitted plus other amounts owed, including expenses and reasonable attorneys' fees incurred by
5 Plaintiff due to Defendant's breach. As of May 1, 2025, Defendant is indebted to Plaintiff for at least
6 \$2,155,417.60 pursuant to the Agreement.
7

8 **STATEMENT**

9 1. On May 27, 2025, Plaintiff filed its Complaint against Defendant (ECF 1).

10 2. This Court has diversity jurisdiction under 28 U.S.C. § 1332 because Defendant is
11 domiciled in California, Plaintiff is domiciled in Delaware, and the amount in controversy exceeds
12 \$75,000.00.

14 3. Venue is proper in the County of San Francisco, California, in accordance with the terms
15 of the parties' contract, which provide that venue shall lie in this county.

16 4. On June 10, 2025, Plaintiff caused the Complaint, Notice of a Lawsuit and Request to
17 Waive Service of a Summons, Order Setting Initial Case Management Conference and ADR Deadlines
18 and Consent or Declination to Magistrate Judge Jurisdiction to be hand delivered to Ruby Rodriguez
20 as authorized recipient of Defendant at 1601 East Olympic Boulevard, Building 100, Los Angeles,
21 California 90021 (ECF 6).

22 5. On July 31, 2025, Plaintiff filed its Request for Clerk's Entry of Default (ECF 7).

23 6. On August 1, 2025, the Plaintiff's Request for Clerk's Entry of Default was declined
24 because Defendant's agent was not served.

1 7. Plaintiff is reinitiating service attempts on Defendant through its residential agent.
2 Plaintiff proposes a deadline for service to be 90 days from the date a summons is issued, if a summons
3 is necessary.

4 8. Because Defendant has not yet been served, Plaintiff is not able to provide the
5 information required by the Standing Order for all Judges of the Northern District of California
6 concerning the Contents of Joint Case Management Statement and pursuant to Civil Local Rule 16-9.

7 9. All attorneys of record have reviewed the Guidelines for Professional Conduct for the
8 Northern District of California.

9 Dated: August 20, 2025

10 SILVERMAN THOMPSON SLUTKIN & WHITE

11
12 By: /s/ William N. Sinclair
13 William N. Sinclair (SBN 222502)
14 SILVERMAN|THOMPSON|SLUTKIN|WHITE
15 400 East Pratt Street, Suite 900
16 Baltimore, Maryland 21202
17 Telephone: (410) 385-2225
18 Facsimile: (410) 547-2432
19 bsinclair@silvermanthompson.com
20
21
22
23
24
25
26
27
28